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Sara Wright and Aggrieved Employees

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JESSICA JIMENEZ and ORLANDO MIJOS,
individually and on behalf of all other current
and former similarly situated California
employees of Defendants,

Plaintiff,

v.

MENZIES AVIATION, INC., MENZIES
AVIATION GROUP (USA), INC., and DOES
1 THROUGH 10, inclusive

Defendant.

Case No.: 15-CV-02392-WHO

**ORDER GRANTING PRELIMINARY
APPROVAL OF THE CLASS AND PAGA
REPRESENTATIVE ACTION SETTLEMENT,
DIRECTING DISTRIBUTION OF THE
NOTICE OF SETTLEMENT TO THE
SETTLEMENT CLASS, AND SETTING A
HEARING FOR FINAL APPROVAL OF
CLASS SETTLEMENT FOR NOVEMBER 29,
2017**

Date:	June 7, 2017
Time:	2:00 p.m.
Location:	Courtroom 2, 17 th Floor
Complaint Filed:	June 2, 2010
Judge:	Hon. William H. Orrick

Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class Action Settlement was submitted, and the Court has considered the Stipulation of Class and PAGA Action Settlement and Release ("Settlement"), the proposed Notice of Class Action Settlement, the submissions of counsel, and all other papers filed in this action. The matter having been submitted and good cause appearing therefor, the Court finds as follows:

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CASE No. 15-CV-02392- WHO

ORDER PRELIMINARILY APPROVING CLASS AND REPRESENTATIVE ACTION
SETTLEMENT

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SAN DIEGO, CALIFORNIA 92103

1 1. All defined terms contained herein shall have the same meanings as set forth in the
2 Settlement executed by the parties and filed with this Court.

3 2. It appears to the Court on a preliminary basis that the terms of the Stipulation of
4 Settlement are fair, adequate and reasonable. It appears to the Court that extensive investigation and
5 research have been conducted such that counsel for the Parties are at this time able to reasonably
6 evaluate their respective positions. It further appears to the Court that settlement, at this time, will avoid
7 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by
8 the further prosecution of the Actions. It further appears that the Settlement has been reached as the
9 result of intensive, serious and non-collusive, arms-length negotiations.

10 3. The Court preliminarily finds that the terms of the Settlement appear to be within the
11 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
12 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
13 preliminarily finds that the monetary settlement awards made available to all Class Members are fair,
14 adequate and reasonable when balanced against the probable outcome of further litigation relating to
15 liability and damages issues.

16 4. The Court hereby conditionally certifies the Overtime Class, the Waiting Time Penalties
17 Class and the Itemized Wage Statement Class, as they are defined in the Settlement, for settlement
18 purposes.

19 5. Named Plaintiffs Jessica Jimenez, Orlando Mijos, and Sara Wright are appointed and
20 designated, for all purposes, as the representatives for the Class.

21 6. Graham S.P. Hollis, Esq. and Vilmarie Cordero, Esq. of GrahamHollis APC are hereby
22 appointed and designated as Class Counsel.

23 7. Class Counsel is authorized to act on behalf of Class Members with respect to all acts or
24 consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably
25 necessary to consummate the Settlement. Any Class Member may enter an appearance through counsel
26 of such individual's own choosing and at such individual's own expense. Any Class Member who does
27 not enter an appearance or appear on his or her own will be represented by Class Counsel.

28 8. The Court hereby preliminarily approves the definition and disposition of the Maximum

1 Settlement Amount and related matters provided for in the Settlement.

2 9. The Court finds that the Attorneys' Fees Award of up to \$416,666.66, actual costs
3 reasonably incurred by Class Counsel in the amount of \$185,000 and a Service Payments to the Named
4 Plaintiffs of up to \$20,000.00, pursuant to the terms of the Settlement, is within the range of
5 reasonableness that could ultimately be approved by the Court.

6 10. The Court hereby preliminarily approves a payment to the California Labor and
7 Workforce Development Agency ("LWDA Payment") in the amount of \$20,000.00.

8 11. The Court hereby approves, as to form and content, the Notice of Proposed Class Action
9 Settlement ("Notice") to be distributed to Class Members attached as Exhibit 2 to the Settlement. The
10 Court finds that distribution of the Notice substantially in the manner and form set forth in the
11 Stipulation of Settlement and this Order meets the requirements of due process, is the best notice
12 practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled
13 thereto.

14 12. Within forty-five business days following the District Court's entry of a Preliminary
15 Approval Order, Defendants shall provide the Settlement Administrator with the required information
16 under the Settlement, including a complete list showing each Class Member's name, address, telephone
17 number, social security number.

18 13. The Court hereby appoints CPT Group, Inc. as Settlement Administrator and hereby
19 directs the Settlement Administrator to mail or cause to be mailed to Class Members the Notice by first
20 class mail within fifteen (15) calendar days after receiving Class members' data and information
21 specified in the Settlement, using the procedures set forth in the Settlement.

22 14. The Court also hereby approves the payment of actual Settlement Administration Costs
23 from the Maximum Settlement Amount, which shall not exceed \$40,000.

24 15. A Final Approval Hearing shall be held before this Court on November 29, 2017, at 2:00
25 p.m., at the United States District Court, Northern District of California San Francisco Courthouse,
26 located at 450 Golden Gate Avenue, San Francisco, CA 94102, to determine all necessary matters
27 concerning the Settlement, including: whether the Settlement is fair, adequate and reasonable and should
28 be finally approved by the Court; whether a Final Judgment should be entered herein; whether the plan

of allocation contained in the Settlement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve Class Counsel's Fees Award and Expense Award, the Named Plaintiffs Service Payments and Administration Costs.

16. The Court Orders the following implementation schedule for further proceedings:

EVENT	DEADLINE
Defendant to provide Settlement Administrator with list of Class Members	45 business days from entry of the order granting Preliminary Approval
Settlement Administrator to mail Notice to Class Members	15 calendar days after receiving Class Member List
Last date to File and Post Motion for Attorney's Fees	15 calendar days before the Objection/Exclusion Deadline
Objection/Exclusion Deadline	45 calendar days after mailing of Notice
Settlement Administrator to provide declaration of due diligence	10 calendar days prior to Final Approval Hearing
Filing deadline for Final Approval Motion	14 days from Objection/Exclusion Deadline
Final Approval Hearing	November 29, 2017, at 2:00 pm

17. Any Class Member may choose to be excluded from the Class as provided in the Notice by submitting a written statement requesting exclusion from the Class postmarked within the forty five (45) days of the mailing of the Notice. Said request for exclusion will be deemed valid if the Class Member has provided on the request for exclusion his or her full name and last four digits of his/her social security number, the Class Member has dated and signed the request for exclusion.

18. Any such person who chooses to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of this Court, by the Stipulation of Settlement and by the Final Judgment.

19. The Settlement is not a concession or admission, and shall not be used against Defendants or any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by Defendants or any of the Released Parties.

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2 20. As of the date this Order is signed, all dates and deadlines associated with the Actions
3 shall be stayed, other than those pertaining to the administration of the Settlement.

4 21. In the event the Settlement does not become effective in accordance with its terms, or the
5 Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason,
6 this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their
7 respective positions as of before entering into the Stipulation.

8 22. The Court reserves the right to adjourn or continue the date of the final approval hearing
9 and all dates provided for in the Stipulation without further notice to Class Members, and retains
10 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

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12 **IT IS SO ORDERED.**

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14 Dated: June 7, 2017

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16 HON. WILLIAM H. ORRICK
17 UNITED STATES DISTRICT JUDGE
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